

commercials).

- (2) Advertisements featuring active professional athletes from the sport for which an NCAA telecast, broadcast or game program is being produced shall be prohibited. Advertisements featuring active professional athletes in other sports may not comprise more than seven percent of the space devoted to advertising in a game program or of 30 seconds per hour of any telecast or broadcast. Parties representing the NCAA in advertising sales or involved in advertising sales for NCAA telecasts, broadcasts or game programs shall take every reasonable step to discourage the use by advertisers of active professional athletes from sports regulated by the NCAA, informing the advertisers of the NCAA's desire that such professional athletes not be used. Every potential sponsor shall be advised of the terms of this provision prior to contracting with such sponsor. Advertisements in telecasts, broadcasts or programs are not acceptable that contain reference to or photographs of the games, personnel (except as noted above), broadcasts, telecasts, or other activities of professional sports organizations.

- b. Nontherapeutic drugs and, generally, other drugs and patent medicine advertisements are excluded; however, analgesics, cold remedies, antacids, and athletic training aids which are in general use are acceptable. Institutional advertising by pharmaceutical firms also is acceptable.
 - c. No commercial advertisement may relate, directly or indirectly, the advertising company or the advertised product, to the participating institutions or their athletes, or the Association itself, unless prior written approval has been granted by the NCAA executive director.
 - d. The NCAA reserves the right of final approval for all advertising in any championship.
2. Contractors shall conform to the Code of the National Association of Broadcasters regarding advertising time allotments.
 3. Contractors shall place commercial announcements during natural breaks or timeouts during broadcasts of sports events and shall not willfully disrupt the game action to insert thirty (30) or sixty (60) second commercial announcements.

P. INSURANCE AND INDEMNIFICATION, INDEPENDENT CONTRACTOR

1. Contractors shall independently of each other maintain in force,

during the term of this contract and all extensions thereof, worker's compensation insurance to adequately protect the Corporation and Contractors in Contractors' performance of the agreement, and public liability and property damage insurance, including products liability, with limits of liability for each occurrence of not less than:

- a. \$1,000,000 for injury to or death of any one person for each occurrence.
- b. \$1,000,000 for injury to or death of more than one person for each occurrence.
- c. \$1,000,000 for damages to property and products damage for each occurrence.
- d. \$1,000,000 for libel (content of broadcast).

The policy or policies of insurance shall contain the following special endorsement:

"The State of California, the California State University Board of Trustees, California State University, Fresno and the California State University, Fresno Athletic Corporation, and all of its other departments, boards, and commissions and their officers, employees and agents are hereby declared to be additional insureds under the terms of this policy as to the activities of the Contractors."

"This insurance policy will not be cancelled without thirty (30) days prior written notice to said California State University, Fresno Athletic Corporation. The State of California and the California State University, Fresno Athletic Corporation are not liable for the payment of premiums or assessments on this policy."

No cancellation provision in any insurance policy shall be construed in derogation on the continuous duty of Contractors to furnish insurance during the term of this contract. Said policy or policies shall be underwritten to the satisfaction of the Corporation. A complete and signed certified copy of the policy shall be submitted to the Corporation concurrently with the execution of this contract. At least thirty (30) days prior to the expiration of any such policy, a signed certified copy of the policy showing that such insurance coverage has been renewed or extended shall be filed with the Corporation.

2. Contractors shall indemnify, defend and save harmless the State of California; the California State University Board of Trustees; Cali-

California State University, Fresno; and the California State University, Fresno Athletic Corporation, their officers, agents, and employees, from and against any and all claims, liabilities, and damages accruing or resulting to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the contract, and from any and all claims, liabilities and damages accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractors in the performance of the contract.

3. Contractors shall hold the Corporation and California State University, Fresno, harmless to perform under this agreement due to acts of God or labor strikes.
4. Contractors and the agents and employees of Contractors in performance of this agreement shall act in an independent capacity (and as an independent contractor) and not as officers or employees or agents of the Corporation.

R. NOTICES

All notices herein required to be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as herein provided. Notice to the Contractors shall be addressed to the Contractors at Contractors' address set forth on the signature page hereof. Notice to the Corporation shall be addressed to Les Snyder, Jr., General Manager, California State University, Fresno Athletic Corporation, at the Corporation's address set forth on the signature page hereof.

S. AGREEMENT ASSIGNABLE

Attached hereto is an addendum to agreement which delineates the division of responsibilities as between the two (2) Contractors, CALIFORNIA SPORTS NETWORK and PAPPAS TELECASTING, INCORPORATED, licensee of KMPH TELEVISION. Corporation accepts the terms of said addendum to agreement.

In the event of default by the CALIFORNIA SPORTS NETWORK in the payment of sums due as set forth in said addendum to agreement or in making, performing and keeping any of the terms and conditions hereof, this Agreement may be terminated by ten (10) days prior written notice by Corporation to CALIFORNIA SPORTS NETWORK, provided, however, that CALIFORNIA SPORTS NETWORK shall have the right to cure any default if it is curable, within the ten (10) day period after the giving of notice. Upon the occurrence of a default and subsequent termination by Corporation of CALIFORNIA SPORTS NETWORK's rights hereunder, then Corporation shall assign the remaining telecast rights to PAPPAS TELECASTING, INCORPORATED

for performance as exclusive Contractor for the term remaining under the Agreement. Provided, however, that PAPPAS TELECASTING, INCORPORATED shall in no way be liable for any costs, expenses, fees, etc. due by CALIFORNIA SPORTS NETWORK to Corporation. ~~Corporation will indemnify and hold harmless PAPPAS TELECASTING, INCORPORATED and licensee KMPH TELEVISION, its officers, stockholders, agents and employees from any and all costs, expenses, liabilities, etc. that may arise as a consequence of the termination by Corporation of CALIFORNIA SPORTS NETWORK's rights hereunder.~~ Further, it is understood that in the event that Corporation terminates CALIFORNIA SPORTS NETWORK's rights hereunder, as specified in the addendum attached hereto, PAPPAS TELECASTING, INCORPORATED shall, upon assuming CALIFORNIA SPORTS NETWORK's rights specified in said addendum, faithfully and fully perform and discharge all of CALIFORNIA SPORTS NETWORK's obligations from and after the date of assumption through to the end of the Term of this Agreement.

T. MODIFICATION OF AGREEMENT

No alteration or variation of the terms of the contract shall be valid unless made in writing and signed by the parties to the contract, and no oral understanding or agreement not incorporated in the contract shall be binding on either parties of the contract.

U. TERMINATION OF AGREEMENT: LIQUIDATED DAMAGES

1. In the event of failure to perform any of the covenants, terms, or conditions herein contained at the time and in the manner provided, Corporation may cancel this agreement upon giving the Contractors ten (10) days written notice of such termination.
2. It shall be the responsibility of the Contractors to broadcast each sporting event at home or away as stipulated in Paragraph B. Failure to broadcast an event, except for preemption of circuits due to national emergencies or public interest network broadcasts, technical difficulties beyond the control of the Contractors, labor disputes, acts of God, or unforeseen travel arrangement problems on away games, will constitute cause for cancellation of this contract, with liquidated damages to be paid to the Corporation equal to the pro-rated Annual Rights Fee due for each failure to broadcast an event in the contract year.
3. Since each of the parties hereto is acting as an independent contractor and has entered into a separate agreement delineating the responsibilities of this contract, which is attached hereto as an addendum, it is hereby understood that Corporation shall not be held liable for any costs incurred in litigation between the two (2) Contractors to this agreement.

V. TIME OF THE ESSENCE

Time is of the essence of the contract.

W. EXECUTIVE ORDER NO. 11246 AND SECRETARY OF LABOR REQUIREMENTS

Contractors shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor regarding equal opportunity.

X. SIGNATURE PAGE

IN WITNESS WHEREOF, this agreement has been executed by the parties here-to as of the day and year first above written.

CONTRACTORS

CALIFORNIA SPORTS NETWORK

By: 

Howard Zuckerman

Title: President

Address: 5361 Blanco Avenue
Woodland Hills, CA 91367

and 9028 Sunset Blvd. Suite 200
Los Angeles, Ca. 90069

PAPPAS TELECASTING, INCORPORATED
Licensee of KMPH-TV

By: 

Harry Pappas

Title: President and Owner

Address: 5111 East McKinley
Fresno, CA 93727

CORPORATION

CALIFORNIA STATE UNIVERSITY, FRESNO ATHLETIC CORPORATION

By: 

Gaylord U. Graham

Title: Chairman of the Board

Address: Athletic Corporation
California State University, Fresno
Fresno, CA 93740

ADDENDUM

This Addendum is made and entered into this first day of July, 1985, in connection with that certain Television Broadcasting Agreement dated the first day of July, 1985, by and between the California State University, Fresno Athletic Corporation, a California Nonprofit Corporation, hereinafter called the "Corporation", and California Sports Network, a California Corporation, hereinafter after referred to as "Producer-Contractor", and Pappas Telecasting Incorporated, a California Corporation, Licensee of KMPH Television, hereinafter referred to as "Station-Contractor".

WITNESSETH:

WHEREAS, Producer-Contractor and Station-Contractor, as parties to the Television Broadcasting Agreement (hereinafter "Agreement") wish to define their separate responsibilities to perform under said Agreement; and

WHEREAS, Producer-Contractor and Station-Contractor and Corporation agree that each is acting as an independent contractor and not as a joint venturer or co-partner; and

WHEREAS, it is necessary to clarify the responsibilities under certain circumstances, including default by Producer-Contractor, of the remaining parties to the said Agreement;

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. PRODUCTION RESPONSIBILITIES

Producer-Contractor shall be responsible for all expenses associated for production of an air-ready telecast of the Broadcast Events as described on Page 2, Paragraph B of the Agreement, as more particularly defined herein. This shall include, without limitation, all costs for rights fees as defined in Paragraph E of the Agreement, talent fees, satellite innerconnection costs, mobile production facilities, crew charges, producer director charges, and any and all other expenses associated with the creation of a finished product, as generally understood in the television production and broadcasting industry, ready for air by Station-Contractor.

2. APPROVAL OF PRODUCTION PERSONNEL

A. Page 3, Paragraph F (1), (PERSONNEL), Paragraph 1, is modified to state as follows, "All production personnel shall be mutually agreed upon by Corporation, Producer-Contractor and Station-Contractor, provided, however, that all compensation and related costs therefor shall be borne exclusively by Producer-Contractor."

B. Paragraph F (2) of Page 3 is hereby modified to read as follows, "Producer-Contractor and Station-Contractor shall mutually agree upon talent to be utilized as on-air sportscasters and color announcers at least forty-five (45) days prior to the first telecast of the particular

sport. Producer-Contractor and/or Station-Contractor shall, within thirty (30) days prior to the telecast of the particular sport, inform Corporation, in writing, of the names of prospective on-air sportscasters and color announcers for approval by Corporation, which said approval shall not be unreasonably withheld.

3. PRODUCTION FEES, EXPENSES

The parties hereto agree that Paragraph G (2) of the Agreement relates to responsibilities of Station-Contractor. The language of Paragraph G (2) of the Agreement is deleted and replaced with the following:

"Station-Contractor shall provide fifty (50) hours of no-cost studio production time per year to Corporation to be utilized at Corporation's discretion; provided, however, that Corporation shall provide at least one week's prior notice to Station-Contractor of its desire to utilize said available time and provided, further, that said time is then not previously committed for other uses. Station-Contractor shall determine when this no-cost production time may be used by Corporation. If sufficient notice as herein described has not been given by Corporation to Station-Contractor and/or if other users of Station-Contractor's production facilities have previously reserved time, it is understood by Corporation and agreed by Corporation that Station-Contractor will not be held liable for failure to provide time as requested. The foregoing notwithstanding, however, Corporation shall, within each year of this Agreement, be entitled to receive, and shall receive, up to the fifty (50) hours of no-cost studio production time during normal business hours. Studio production time does not include props, talent, art work, writing or other such services. It is the intent of this paragraph that Corporation shall have available to it facilities located at the premises of Station-Contractor at 5111 East McKinley Avenue, Fresno, including two studio production cameras, a production studio, half-inch or one-inch video tape recorders, half-inch or one-inch tape editing facilities, character generator services and the labor to man the foregoing.

4. FEEDS, TELECAST SALES

A. Station-Contractor agrees that Producer-Contractor shall be entitled to the full amount of the 50% of rights fees negotiated referred to in Paragraph H of the subject Agreement. It is also understood that production costs paid by other parties that remain 100% of the property of Contractors, as referred to in the Agreement, shall mean that Producer-Contractor shall be entitled to the full amount thereof.

5. ADDITIONAL PRODUCTION

Producer-Contractor agrees that it shall be solely responsible for all costs associated with performing in accordance with Paragraph I, "ADDITIONAL PRODUCTION" of the Agreement for those services described in I (1) A & B; I (2).

Station-Contractor agrees that it shall be solely responsible for all costs associated with performing to Paragraph I (3), I (4) and I (5) of the Agreement.

6. PROMOTIONAL AIDS

Producer-Contractor and Station-Contractor shall share the cost 50/50 of those items referred to in Paragraph J (3) and (4), entitled "PROMOTIONAL AIDS" of the Agreement.

7. GUIDELINES

The parties hereto agree that Paragraph N (4) of the Agreement is modified by striking the last sentence thereof and substituting the following language: "If Station-Contractor has refused an additional telecast, then Corporation may request and arrange and be responsible for additional, delayed telecasts of said events by means of cable television, and in that event, Producer-Contractor will supply, at no cost to Corporation, duplicated on video tape, a minimum of five (5) duplicate tapes. It is understood by Corporation that Station-Contractor and/or Producer-Contractor's agreement with talent may require that additional telecasts of events, as contemplated by this paragraph, may result in the imposition of additional fees due to those persons who have appeared as talent in the telecast. Therefore, Corporation agrees that should additional talent fees be payable for telecasts not made on Station-Contractor, then Corporation will be responsible for payment thereof."

7. INDEPENDENT CONTRACTORS

Station-Contractor and Producer-Contractor are each acting in an independent capacity, as independent contractors and not as officers, employees, or agents of one another. Except as specifically described herein, neither Producer-Contractor nor Station-Contractor are jointly and severally responsible for keeping or performing any of the covenants, terms and conditions herein contained.

8. CORPORATION'S ACKNOWLEDGMENT OF INDEPENDENT CONTRACTOR'S STATUS

Since each of the parties hereto is an independent contractor, Corporation agrees that it shall only hold responsible that party which has failed to perform any of the covenants, terms or conditions herein contained and any notice of termination to either Producer-Contractor or Station-Contractor will describe the reasons therefor and make reference to the language of this Contract.

9. CHOICE OF TALENT

Producer-Contractor agrees that Station-Contractor shall have the right to review and approve the choice of talent and the terms of talent contracts prior to the execution thereof by Producer-Contractor with talent. Producer-Contractor agrees that a clause shall be included in said talent contracts to the effect that if Producer-Contractor defaults under this Agreement and/or Corporation terminates Producer-Contractor's rights hereunder, that the talent contracts shall be assumable, at Station-Contractor's option, in case of such default by California Sports Network, Inc.

10. COORDINATION AND PLANNING FACILITIES AVAILABILITY

Producer-Contractor agrees to coordinate with technical staff and station management, traffic department, promotion department and program department of Station-Contractor at all times sufficiently in advance so as to permit the orderly planning and execution of all rights and responsibilities of Producer-Contractor and Station-Contractor under this Agreement. Producer-Contractor shall provide satisfactory evidence to Station-Contractor's technical staff or management sufficiently in advance of a planned telecast date that production facilities, talent, satellite transponder time, uplink facilities, etc. are reserved and committed sufficiently in advance so as to assure the orderly planning and telecast of each event.

11. COMMERCIAL TIME SHARING

There will be a total of 30 minutes of commercial time telecast within each football game and 22 minutes of commercial time telecast within each basketball game. Producer-Contractor shall retain 11 minutes of time in each basketball game for its sale and 15 minutes of time within each football game for its sale. Station-Contractor will retain the rights to the remaining minutes of telecast time in each sporting event for its sale. Other sporting events broadcast time is to be split 50/50 between Producer-Contractor and Station-Contractor. Producer-Contractor shall receive said broadcast time as its sole consideration for providing its services hereunder and shall be entitled to retain all the proceeds from the sale of broadcast time reserved to Producer-Contractor. In consideration of providing telecast time for the events to be telecast of Corporation, as produced by Producer-Contractor and the commercials provided by Producer-Contractor, Station-Contractor shall be entitled, as its sole compensation for providing the foregoing services, to retain all revenues from the sale of broadcast time reserved to it. Producer-Contractor agrees to provide necessary media at least twenty-four (24) hours in advance of scheduled telecast time of any event herein contemplated as well as scheduling instructions in writing. Station-Contractor will not be responsible for any failure of Producer-Contractor to sell said time or failure of Producer-Contractor to timely deliver video tapes or other means for transmitting commercials of clients to whom Producer-Contractor has sold its allotment of advertising time.

12. CANCELLATION

Willful and repeated failure of Producer-Contractor to observe and maintain the foregoing conditions described in the foregoing paragraphs shall be cause for cancellation by Station-Contractor of its Agreement with Producer-Contractor. Station-Contractor shall provide Producer-Contractor with ten (10) days written notice of such a default and if curable, Producer-Contractor may cure said defaults and the contract will continue in force and effect. However, if the default is not curable or, if Producer-Contractor fails to cure, or if an event of default has occurred by which Corporation has terminated the rights of Producer-Contractor hereunder, then in that event Station-Contractor may, at its option, after giving such notice of default, and it not being cured or curable, as the case may be, assume the rights of Producer-Contractor under this Agreement as between Producer-Contractor and Corporation for the period of time from and after the effective date of termination through the remaining term of this Agreement. Provided further that Station-Contractor shall not be liable for Producer-Contractor in any event and will not assume liabilities for acts or omissions of Producer-Contractor prior to the date of termination to any parties specifically including, but not limited to, Corporation, talent, production personnel, facilities providers and the like.

13. GENERAL

A. This Addendum and the Agreement to which it is appended supersedes and replaces all other agreements, oral or written, express or implied and represents the sole agreement of the parties hereto.

B. This Agreement shall be construed under and enforced in accordance with the laws of the State of California. The parties hereto agree that venue for any action to compel performance or interpret any provision of this Agreement shall be Fresno County, California.

** SEE FOLLOWING PAGE FOR EXCLUSIVITY.*

14. SIGNATURE PAGE

PRODUCER-CONTRACTOR

CALIFORNIA SPORTS NETWORK

By: 

Howard Zuckerman

Title: President

Address: 5361 Blanco Avenue
Woodland Hills, CA 91367

And: 9028 Sunset Blvd., Suite 200
Los Angeles, CA 90060

STATION-CONTRACTOR

PAPPAS TELECASTING INCORPORATED
Licensee of KMPH-TV

By: 

W. EXECUTIVE ORDER NO. 11246 AND SECRETARY OF LABOR REQUIREMENTS

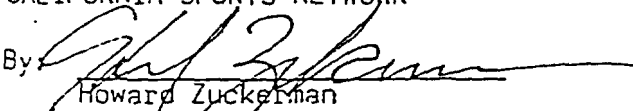
Contractors shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor regarding equal opportunity.

X. SIGNATURE PAGE

IN WITNESS WHEREOF, this agreement has been executed by the parties here-
to as of the day and year first above written.

CONTRACTORS

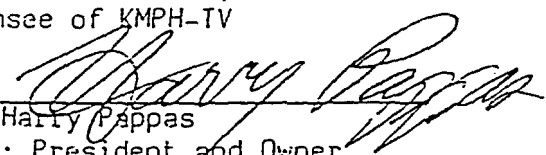
CALIFORNIA SPORTS NETWORK

By: 
Howard Zuckerman
Title: President

Address: 5361 Blanco Avenue
Woodland Hills, CA 91367

and 9028 Sunset Blvd. Suite 200
Los Angeles, Ca. 90069


PAPPAS TELECASTING, INCORPORATED
Licensee of KMPH-TV

By: 
Harry Pappas
Title: President and Owner

Address: 5111 East McKinley
Fresno, CA 93727

CORPORATION

CALIFORNIA STATE UNIVERSITY, FRESNO ATHLETIC CORPORATION

By: 
Gaylord D. Graham
Title: Chairman of the Board

Address: Athletic Corporation
California State University, Fresno
Fresno, CA 93740


Address: 5111 East McKinley Ave.
Fresno, CA 93727

CORPORATION

Acknowledged and Agreed to by:

CALIFORNIA STATE UNIVERSITY, FRESNO ATHLETIC CORPORATION

BY:

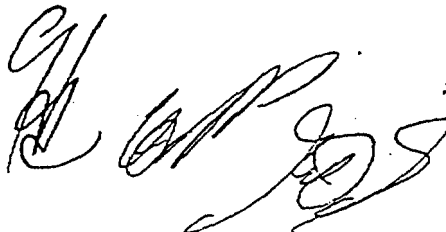

Gaylord O. Graham

Title: Chairman of the Board

Address: Athletic Corporation
California State University, Fresno
Fresno, CA 93740

* EXCLUSIVITY:

THE PARTIES HERETO AGREE THAT NO
OTHER TELEVISION MEDIUM SHALL BE
LICENSED TO CARRY OR BROADCAST THE
EVENTS CARRIED BY STATION- CONTRACTOR
PURSUANT TO THE RIGHTS GRANTED BY THIS
AGREEMENT WHEN SUCH MEDIUM WOULD
CARRY OR BROADCAST SUCH EVENTS INTO
OR WITHIN THE "AREA OF EXCLUSIVITY"
DESCRIBED IN PARAGRAPH A. I OF THE
AGREEMENT.



RECEIVED

MAY 3 1 1994

ORIGINAL
FILED

FEB 22 1994

CLERK, U. S. DIST. COURT
Eastern District of California

GARY E. CRIPE, ESQ.
BAR #076154
CRIPE & GRAHAM
2436 N. Euclid Avenue
Suite 5
Upland, CA 91786

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Attorneys for Plaintiff PAPPAS TELECASTING, INC.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

PAPPAS TELECASTING, INC. a
California Corporation, and as
Public Trustee,

Plaintiff,

-vs-

PRIME TICKET NETWORK, a
California Limited
Partnership, CVN, INC., a
Corporation, The PACIFIC-10
CONFERENCE, a California non-
profit association, CAPITAL
CITIES/ABC, INC., a Delaware
Corporation, ESPN, INC., a
Corporation, ABC SPORTS, INC.,
a New York Corporation, and
DOES 1 through 20, inclusive,

Defendants.

CASE NO. CV-F-92-5589-OWW

NOTICE OF FILING EXHIBITS
"B" AND "C" TO DECLARATION
OF LISÉ MARKHAM IN
OPPOSITION TO THE MOTIONS
OF DEFENDANTS FOR SUMMARY
JUDGMENT AND/OR DISMISSAL

DATE: March 7, 1994
TIME: 10:00 A.M.
ROOM: 2

TO DEFENDANTS AND TO YOUR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that plaintiff herewith submits for
filing Exhibits "B" and "C" to the Declaration of Lisé Markham
which was part of the document entitled "DECLARATIONS OF: DENNIS

1 C. MUELLER, Ph. D.; HARRY J. PAPPAS; LeBON ABERCROMBIE; LISÉ
2 MARKHAM AND APOSTOLOS SIGUOURAS AND EXHIBITS ATTACHED THERETO IN
3 OPPOSITION TO MOTIONS FOR SUMMARY JUDGMENT AND/OR DISMISSAL FILED
4 BY DEFENDANTS THE PACIFIC-10 CONFERENCE; CAPITAL CITIES/ABC,
5 INC., ESPN, INC., ABC SPORTS, INC. AND PRIME TICKET NETWORK".

6 These Exhibits were inadvertently omitted from the original
7 document and are to be attached to and incorporated within
8 plaintiff's document entitled "DECLARATIONS OF: DENNIS C.
9 MUELLER, Ph. D.; HARRY J. PAPPAS; LeBON ABERCROMBIE; LISÉ MARKHAM
10 AND APOSTOLOS SIGUOURAS AND EXHIBITS ATTACHED THERETO IN
11 OPPOSITION TO MOTIONS FOR SUMMARY JUDGMENT AND/OR DISMISSAL FILED
12 BY DEFENDANTS THE PACIFIC-10 CONFERENCE; CAPITAL CITIES/ABC,
13 INC., ESPN, INC., ABC SPORTS, INC. AND PRIME TICKET NETWORK",
14 filed on February 14, 1994.

15
16 DATED: February 18, 1994

CRIPE & GRAHAM

17
18 By 

19 Gary E. Cripe,
20 Attorneys for Plaintiff
21 PAPPAS TELECASTING, INC.
22
23
24
25
26
27
28

TELEVISION BROADCASTING AGREEMENT

THIS AGREEMENT is made and entered into this first day of July, 1985, by and between THE CALIFORNIA STATE UNIVERSITY, FRESNO ATHLETIC CORPORATION, a California Nonprofit Corporation, hereinafter called the "Corporation" and CALIFORNIA SPORTS NETWORK, a California Corporation, and PAPPAS TELECASTING, INCORPORATED, a California Corporation, Licensee of KMPH TELEVISION, hereinafter called the "Contractors".

WITNESSETH:

WHEREAS, Contractors are a television production company and a duly licensed television station, capable of producing and airing live or delayed television broadcasts of athletic events and providing services and materials covered in this agreement; and

WHEREAS, Corporation supervises all National Collegiate Athletic Association (NCAA) recognized sports as related to California State University, Fresno; and

WHEREAS, Corporation desires to arrange for live or delayed television broadcasts and to obtain services and materials as provided herein; and

WHEREAS, Contractors are willing to provide live television broadcasts and other services and materials as provided in this agreement in accordance with the covenants, terms, and conditions hereof:

NOW, THEREFORE, IT IS AGREED as follows:

RIGHTSA. TELEVISION BROADCASTING RIGHTS

Subject to the covenants, terms, and conditions herein set forth, Corporation grants Contractors the first right of refusal for television broadcast rights of all NCAA sports events sponsored by Corporation.

1. AREA OF EXCLUSIVITY

Said rights shall cover Contractors' (and/or network) Area of Dominant Influence (ADI) which is defined as the Counties of Fresno, Kern, Kings, Madera, Tulare, Mariposa, Merced, Stanislaus, San Benito, San Luis Obispo, and San Joaquin.

2. OFFICIAL STATION

The Corporation shall notify all parties with the need to know that Contractors are the Official Television Station of Corporation sponsored athletic events.

3. NCAA/PCAA EXCEPTIONS

NCAA or PCAA regional and/or national network telecasts supersedes contractual rights for any game.

B. BROADCAST EVENTS

1. Contractors shall televise a minimum of twenty (20) live, mutually agreed upon, NCAA men's basketball contests, home or away, during each year of this agreement;
2. And a minimum of four (4) live football away games and negotiated advanced sell out home games annually.
3. And four (4) additional mutually agreed upon events or programs to be aired live or delayed.

C. TIMES OF EVENTS

1. Times of telecasts shall be mutually agreed upon by Corporation and Contractors.

D. TERM OF AGREEMENT

This agreement shall be for a term commencing on July 15, 1985 and ending June 30, 1988; provided, however that Contractors shall have a two-year option to renegotiate this agreement for the 1988-89 and 1989-90 years. On or before April 15, 1988, Corporation shall provide Contractors with the terms and conditions of the extended agreement. Contractors shall exercise said option on or before May 1, 1988, and the written agreement shall be made and entered into not later than June 1, 1988.

E. RIGHTS FEES

1. Contractors shall pay a total rights fee of sixty thousand dollars (\$60,000.00) for 1985-86 football, basketball, and other events (to be mutually agreed upon).
2. Contractors shall pay a total rights fee of sixty-six thousand dollars (\$66,000.00) for 1986-87 football, basketball, and other events (to be mutually agreed upon).
3. Contractors shall pay a total rights fee of seventy-two thousand six hundred dollars (\$72,600.00) for 1987-88 football, basketball, and other events (to be mutually agreed upon).
4. Corporation shall try to negotiate with all parties involved to waive any rights fees payable to other teams that would normally be charged to the Contractors during the term of this agreement.

5. For each PCAA conference post-season men's basketball game, Contractors shall pay the sum of two thousand dollars (\$2,000.00).
6. Payment of the rights fee shall be made in monthly installments of ten thousand dollars (\$10,000.00) each, starting on the first of each month commencing on August 1 of each contract year until the total amount payable for rights hereby granted has been paid as due during each year of this agreement.

It is understood that the rights fees payable hereunder are in payment of the right to make live telecasts of specified events under the jurisdiction of the Corporation and that in the event of termination of this agreement for nonperformance, there shall be no refund of any portion of the rights fees.

7. Failure to pay the rights fee within 10 days of when due will result in a late fee of 1-1/2% per month on sums due and unpaid.
8. Reserving Right to Receive Statutory Cable Royalty Fees. Contractors and Corporation agree that Corporation shall be entitled to receive all copyright royalty fees attributable to use of the broadcasts, films, videotapes, and recordings of Corporation sports events, including all copyright royalty fees paid by cable systems pursuant to Section 111 of the copyright Revision Act.

PRODUCTION

F. PERSONNEL

1. All production personnel shall be mutually agreed upon by Corporation and Contractors, compensated exclusively by Contractors.
2. Contractors shall provide Corporation, in writing, name(s) of prospective on-air sportscasters and color announcers at least thirty (30) days prior to first telecast of the particular sport for approval by Corporation.

G. PRODUCTION FEES, EXPENSES

1. Contractors shall obtain, at their own expense, all necessary licenses and permits and shall assume all responsibility for and pay all applicable fees and all taxes incurred in conducting the operations encompassed herein, whether within or outside the State of California. Contractors shall be responsible for payment of any and all costs incurred by Contractors, including their agents and employees in connection with telecasts covered under this contract.
2. Contractors shall provide fifty (50) hours of free studio production time per year to Corporation to be utilized at Corporation's discretion. Contractors may determine when the time may be used.

H. FEEDS, TELECAST SALES

1. Contractors and Corporation may sell said telecasts outside the Contractors' ADI. Contractors and Corporation shall share any rights fees negotiated at a split of 50% each. Said compensation does not include any production charges for said telecasts which shall be exclusive property of Contractors. Any outside interests seeking to televise games scheduled for airing by Contractors must negotiate with the Contractors for using said telecast's content. (All production costs paid by other parties remain 100% the property of Contractors.)

I. ADDITIONAL PRODUCTION

Each year during the term of this agreement, Contractors, at their own cost, shall provide the following services:

1. Be responsible for production, sales, and telecast of:
 - a. a minimum of four (4) football post-game sports shows;*
 - b. a minimum of twenty (20) men's basketball post-game sports shows.*

* It is understood that talent fees for the head coaches in these sports shall be negotiated between Contractors and the head coaches and such fees shall be paid directly to the head coaches by the Contractors.

2. Produce and broadcast both a football and men's basketball recruiting highlight tape, each approximately 20 minutes in length. Tapes are to be completed within four (4) weeks of the final game in the respective sport. Corporation will assist in copywriting, special interview arrangements, etc. Tapes will include game footage, coach's remarks, a look at the California State University, Fresno campus (particularly athletic facilities), the City of Fresno, player profiles, etc. A minimum of ten (10) duplicates will be provided to Corporation at Contractors' expense. On games not televised by Contractors, Contractors will make arrangements for games to be taped in their entirety for possible use in the highlight film or promotional activities.
3. Produce a 30-second segment on California State University, Fresno with emphasis on academics. A dub of this segment is to be provided to ABC, NBC, CBS, PCAA Conference, or any other network or station originating a telecast. Corporation will provide copy for this announcement and will coordinate video taping on campus.
4. Produce (with necessary assistance from Corporation) and air 30-second public service announcements on topics and concerns relating

to the athletic program as agreed to by Corporation and Contractors.

5. Produce 30-second promotional spots for football and provide commercial time for their airing. Each announcement will air a minimum of fifteen (15) times prior to each game using unsold commercial availabilities. A minimum of five (5) announcements per week shall air in unsold prime time slots between 8:00 p.m. and 11:30 p.m. Contractors shall provide applicable affidavits.
6. Contractors retain first right of refusal for all Corporation athletic events. Any sport or particular event not retained for broadcast by Contractors shall become available to other stations and/or cable outlets.

J. PROMOTIONAL AIDS

Contractors shall supply the Corporation, at no cost to the Corporation, the promotional aids hereinafter listed:

1. Promote any event to be telecast by Contractors for a minimum of two (2) days prior to scheduled event.
2. Contractors shall tag all legal station identifications, whenever possible, with "Television home of the Fresno State Bulldogs".
3. A minimum 20,000 bumper stickers.
4. Purchase of one-half (1/2) page in each of the football and men's basketball programs and one-quarter (1/4) page in seven (7) additional sports programs at existing published prices.

The above printed aids (J.3 and 4) will be arranged for and produced by Corporation in conjunction with the Contractors. The cost shall be borne by Contractors at a cost not to exceed \$4,000.00.

K. FACILITIES AND SERVICES PROVIDED BY CORPORATION

1. Provide the necessary number of credentials to television staff (talent, production crew, etc.) for admission to FSU events (home and away) being broadcast live and/or taped for sports shows and highlight tapes.
2. Provide space on all charters (at a pro-rated fee) for ten (10) talent/staff covering road games, if so desired. Costs shall be borne by Contractors.
3. Provide a travel itinerary listing flights, hotels, etc., so that ten (10) talent/staff can make similar travel arrangements, if so desired, for non-charter travel.

4. Provide informational, editorial, and production assistance as necessary for live telecasts, sports shows, PSA's, highlight/recruiting films, campus segment, etc.
5. Provide four (4) complimentary VIP parking passes (South Lot) for the length of the contract for the Bulldog football season: two (2) for the announcers and two (2) for the two (2) Contractors' general managers.

L. CONTACTS

1. The Contractors' "Executive Producer" shall be the contact between Contractors and Corporation at all times. Contractors shall advise Corporation, in writing, who said Executive Producer shall be sixty (60) days prior to first telecast of the particular sport each year while agreement is in effect.

ACCESS

M. ACCESS AND ADMISSION TO EVENTS

1. Home Events: the Corporation shall furnish Contractors with specific parking privileges necessary for production and broadcast of all home events. The Contractors' working personnel shall be furnished with press credentials for each event. Twenty (20) working press credentials will be furnished by Corporation on a no-charge basis for home events. Contractors shall be responsible for controlling these credentials.
2. Away Events: the Sports Information Office for Corporation shall make all arrangements with the host institution for out-of-town games to provide twenty (20) working press credentials and access to game site for production equipment and talent personnel.

GUIDELINES

N. BROADCAST GUIDELINES

1. Contractors will broadcast announcements, program materials, or report of activities concerning the event or the athletic events under the jurisdiction of the Corporation as may be supplied or requested by its Sports Information Office; however, this provision is not to be taken to mean that Contractors are relinquishing its responsibility of deciding whether such material is of news value or interest and whether or not it should be broadcast.
2. Contractors shall comply with all applicable, current Corporation Broadcast Regulations for athletic events and with the broadcast regulations of NOR-PAC, PCAA, PSC, and NCAA. The Corporation shall provide the Contractors with a complete list of such regulations by

the first day of each contract year.

3. Corporation reserves the right to amend or cancel this agreement in the event changes in either the broadcast regulations of the associations set forth in Paragraph N.2 above or NCAA policy should necessitate such action to assure the University is in conformity with those regulations. Corporation will consult with the Contractors before implementing such changes.
4. Corporation exclusively retains all rights to all broadcast materials. Contractors may be given first right of refusal in writing for additional telecasts if such telecasts are for the exclusive benefit of the Corporation; such telecasts may be subject to additional fees. If Corporation requests additional, delayed telecasts for cable, Contractors will supply, at no cost to Corporation, a minimum of five (5) duplicate tapes.
5. The exclusive rights of this agreement are for commercial, live telecasts of athletic events under the jurisdiction of the Corporation. Highlight excerpts may be used by Contractors in sportscasts or in promotional announcements.
6. Except as authorized by the scope and terms of this agreement, all rights to reproduce, distribute and use taped reproductions of game broadcasts or any portion thereof originating under this agreement shall be reserved by, and for the exclusive benefit of the Corporation and no such rights may be permitted without the express written consent of the Corporation except for material originated by Contractors. The Contractors shall be given first right of refusal concerning the above material.
7. Corporation guarantees that during NCAA sponsored home football games there will be a minimum of two (2) media time-outs per quarter at the first change of possession after the 10 and 5 minute marks on the game clock. During NCAA sponsored men's basketball games, there will be a minimum of four (4) media time-outs per half at the first dead-ball situation after the 16-12-8 and 4 minute marks on the official clock.
8. Reserving Copyright Ownership. Corporation shall own the copyright in all broadcasts (live or delayed), films, videotapes and recordings of events telecast pursuant to this agreement. Notice of the Corporation copyright shall be included as part of every Corporation sports event telecast made pursuant to this agreement. The notice shall consist of the symbol c or the word "Copyright," followed by the year that the event is first telecast and the name "California State University, Fresno Athletic Corporation", and shall appear in the opening and closing credits.

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9. Inclusion in Contracts to Assure "Fixation" of Telecasts of Events.

- a. Contractors shall film or videotape each event broadcast pursuant to this agreement and shall make and preserve such copies of the film or tape and evidence of fixation of the broadcast as may be requested by Corporation for copyright purposes. A copyright notice, consisting of the symbol c or the word "Copyright", followed by the year that the event is first telecast and the name "California State University, Fresno Athletic Corporation" shall be placed on both the actual videotapes or tape cassettes of the telecasts, and the cases or containers in which the videotapes or cassettes are kept.
- b. Contractors shall provide Corporation with a written statement that each broadcast made pursuant to this agreement was recorded and the manner in which it was recorded (by videotape of entire broadcast, replay tape or audiovisual logger).

0. SPONSOR LIMITATIONS

1. When an event that is an NCAA and PCAA telecast supersedes the telecast rights granted by this Agreement, then such NCAA or PCAA telecast, made pursuant to rights granted by either of those organizations, shall be subject to the sale of advertising by Contractors and/or Station which shall be within the NCAA standards for sponsor limitations, which are as follows:
 - a. Advertising policies of the NCAA are designed to exclude those advertisements that do not appear to be in the best interests of higher education. The executive director (NCAA) shall have the authority to rule in cases where doubt exists concerning acceptable advertisers and advertising copy of game programs, broadcasts and telecasts of NCAA championships; however, the following expressly are prohibited: alcoholic beverages (except malt beverages, beer and wine as limited hereafter), cigarettes or tobacco used for purposes of smoking, political organizations (except for the offices of president and vice-president of the United States), professional sports organizations or personnel (except as specified hereafter) and organizations promoting gambling.
 - (1) Advertising of malt beverages, beer and wine may be used in game programs if consistent with the policy of the host institution. Such advertisements, however, shall not comprise more than 14 percent of the space in the program devoted to advertising or not more than 90 seconds per hour of any telecast or broadcast (either a single 60-second commercial and a 30-second commercial or three 30-second

commercials).

- (2) Advertisements featuring active professional athletes from the sport for which an NCAA telecast, broadcast or game program is being produced shall be prohibited. Advertisements featuring active professional athletes in other sports may not comprise more than seven percent of the space devoted to advertising in a game program or of 30 seconds per hour of any telecast or broadcast. Parties representing the NCAA in advertising sales or involved in advertising sales for NCAA telecasts, broadcasts or game programs shall take every reasonable step to discourage the use by advertisers of active professional athletes from sports regulated by the NCAA, informing the advertisers of the NCAA's desire that such professional athletes not be used. Every potential sponsor shall be advised of the terms of this provision prior to contracting with such sponsor. Advertisements in telecasts, broadcasts or programs are not acceptable that contain reference to or photographs of the games, personnel (except as noted above), broadcasts, telecasts, or other activities of professional sports organizations.

- b. Nontherapeutic drugs and, generally, other drugs and patent medicine advertisements are excluded; however, analgesics, cold remedies, antacids, and athletic training aids which are in general use are acceptable. Institutional advertising by pharmaceutical firms also is acceptable.
- c. No commercial advertisement may relate, directly or indirectly, the advertising company or the advertised product, to the participating institutions or their athletes, or the Association itself, unless prior written approval has been granted by the NCAA executive director.
- d. The NCAA reserves the right of final approval for all advertising in any championship.

2. Contractors shall conform to the Code of the National Association of Broadcasters regarding advertising time allotments.
3. Contractors shall place commercial announcements during natural breaks or timeouts during broadcasts of sports events and shall not willfully disrupt the game action to insert thirty (30) or sixty (60) second commercial announcements.

P. INSURANCE AND INDEMNIFICATION, INDEPENDENT CONTRACTOR

1. Contractors shall independently of each other maintain in force,

during the term of this contract and all extensions thereof, worker's compensation insurance to adequately protect the Corporation and Contractors in Contractors' performance of the agreement, and public liability and property damage insurance, including products liability, with limits of liability for each occurrence of not less than:

- a. \$1,000,000 for injury to or death of any one person for each occurrence.
- b. \$1,000,000 for injury to or death of more than one person for each occurrence.
- c. \$1,000,000 for damages to property and products damage for each occurrence.
- d. \$1,000,000 for libel (content of broadcast).

The policy or policies of insurance shall contain the following special endorsement:

"The State of California, the California State University Board of Trustees, California State University, Fresno and the California State University, Fresno Athletic Corporation, and all of its other departments, boards, and commissions and their officers, employees and agents are hereby declared to be additional insureds under the terms of this policy as to the activities of the Contractors."

"This insurance policy will not be cancelled without thirty (30) days prior written notice to said California State University, Fresno Athletic Corporation. The State of California and the California State University, Fresno Athletic Corporation are not liable for the payment of premiums or assessments on this policy."

No cancellation provision in any insurance policy shall be construed in derogation on the continuous duty of Contractors to furnish insurance during the term of this contract. Said policy or policies shall be underwritten to the satisfaction of the Corporation. A complete and signed certified copy of the policy shall be submitted to the Corporation concurrently with the execution of this contract. At least thirty (30) days prior to the expiration of any such policy, a signed certified copy of the policy showing that such insurance coverage has been renewed or extended shall be filed with the Corporation.

2. Contractors shall indemnify, defend and save harmless the State of California; the California State University Board of Trustees; Cali-